

## **CONTRACT OF EMPLOYMENT**

**THIS CONTRACT** is entered into by and between the **BOARD OF EDUCATION** (hereinafter referred to as "the Board") of the Pikeville Independent School District, located in Pikeville, Pike County, Kentucky (hereinafter "the District"), and

**JERRY T. GREEN** (hereinafter "the Superintendent"), for the position of Superintendent of Schools for the Pikeville Independent School District.

### **THE BOARD AND SUPERINTENDENT AGREE AS FOLLOWS:**

1. **TERM:** The Board, in consideration of the promises of the Superintendent stated in this contract, employs the Superintendent as Superintendent of Schools for a term beginning the 1<sup>st</sup> day of July of 2010, and ending the 30<sup>th</sup> day of June 2014. The Board may by specific action and with the consent of the Superintendent further extend the termination date of the Superintendent's contract to the full extent permitted by the state law pursuant to KRS 160.35(4).

The Superintendent shall inform the Board on or before November 1, 2013, as to whether or not he intends to seek an additional term as Superintendent of the District beyond June 30<sup>th</sup> of 2014.

### 2. **PROFESSIONAL CERTIFICATION AND RESPONSIBILITIES OF SUPERINTENDENT:**

#### **A. CERTIFICATION**

The Superintendent shall hold a valid certification which qualifies the Superintendent to hold the position of Superintendent and shall hold such certification throughout the period of employment as Superintendent.

**B. DUTIES**

The Superintendent shall devote his normal business hours to the discharge of his or her duties as set out by the laws of this nation and this commonwealth, the rules and regulations of the state and local Boards of education, and that failure to do so will invalidate this contract, except that he or she may enter into a contract with this Board in accordance with the provisions of KRS 160.440.

**C. OUTSIDE ACTIVITIES**

The Superintendent shall devote his normal business hours exclusively to the business of the school district, pursuant to KRS 160.390, except with advance written consent of the Board as set out in the Board minutes.

**3. PROFESSIONAL GROWTH OF SUPERINTENDENT**

The Board encourages the continuing professional growth of the Superintendent through the Superintendent's participation, as he might decide in light of the Superintendent's responsibilities as Superintendent, in:

A. the operations, programs, and other activities conducted or sponsored by local, state, and national school Board and school administrator associations;

B. seminars and courses offered by public or private educational institutions;  
and,

C. informational meetings with other groups and persons whose particular skills or backgrounds would serve to improve the capacity of the Superintendent to perform his or her professional responsibilities for the Board.

It is understood and agreed that the District may permit a reasonable amount of time for the Superintendent to attend such meetings, and the Board may pay for necessary fees and travel and subsistence expenses as may be approved, in advance, by the Board.

4. COMPENSATION: The Superintendent will be paid an annual base salary of \$145,066.00 per year to be paid in equal and regular monthly installments, in accordance with the schedule of salary payments in effect for other certified employees. Also, the Superintendent shall receive an increase in his then current total salary (base salary, plus all accrued annual and experience based salary raises) equal in percentage to that received by all other certified employees on each and every July 1<sup>st</sup> for each and every year he or she is employed by the Board as Superintendent. Any increase in salary for the Superintendent during the life of his contract shall not be deemed either a new contract or that the termination date of his contract, or any extension thereof, has been extended.

In addition to the minimum annual raise of the salary of the Superintendent, the Board may vote to grant the Superintendent an additional merit raise. In any event, the

Salary of the Superintendent shall not be decreased. This salary shall be paid to the Superintendent in accordance with the schedule of salary payments in

plus 1.1% increase  
given 7-1-10 for all  
employees

\$146,662.00

it's Presence: The Board hereby waives the meetings of the Board when the Superintendent's office is under consideration unless a majority of the Superintendent to leave the meeting during the Superintendent's administration of office.

5. **OTHER BENEFITS:**

**Health Insurance:** Entitled to health insurance benefits for both himself and his family members at the district's expense through the plan offered to other certified and twelve (12) month administrative employees of the district.

**Retirement Benefits:** The district shall make all payments to Kentucky Teacher Retirement on behalf of the Superintendent.

**Payment and Accrual of Annual Leave:** Pursuant to KRS 160.291, the Superintendent shall receive fifteen (15) annual days of vacation leave per year, with pay, which shall be exclusive of legal holidays and other days not considered workdays pursuant to the school calendar adopted by the Board. Days of annual leave shall accrue without limit, and the Superintendent shall be compensated for all days accrued at the time of retirement, separation, or termination of employment as Superintendent.

**Professional Associations:** The Board shall pay 100 percent of all reasonable membership charges to any professional associations in which the Superintendent feels it is necessary to maintain and improve his professional skills, as permitted by state law and as first approved by the Board.

**Board Attorney:** The Superintendent has the authority to utilize and direct the services of the Board Attorney in the discharge of his duties, as herein described, except when the services of said Board Attorney would or may conflict with the legal interests of the Board. The Board retains the authority to employ and terminate the Board Attorney.

**Cellular Telephone:** The Superintendent shall be provided a Board owned Cellular telephone with Board contracted service to use in the execution of his duties.

**Community Activity Groups:** During the term of this contract, the Board shall reimburse the Superintendent to be a member of the local ROTARY organization.

6. **EXPENSES**

**General Expenses:** The Board shall reimburse the Superintendent for reasonable expenses approved by the Board and incurred by the Superintendent in the continuing performance of his duties as Superintendent.

**Automobile Expenses:** The Superintendent shall be reimbursed for mileage according to Board policy. The Superintendent shall not be entitled to reimbursement for mileage to and from the workplace from the Superintendent's residence.

7. **WORKING DAYS:** It is understood and agreed that each school year, from July 1 through June 30 during the term of this Contract, shall consist of 240 working days, 20 of which are paid vacation days.

8. **VACATION DAYS:** The Superintendent shall be entitled to twenty (20) days of paid vacation during each Contract year, provided; however, days shall accumulate or carry forward year-to-year.

9. **LEAVES:** The Superintendent shall accrue all sick leave days as authorized by Board Policy for certified employees. Consistent with statutory law and Board Policy, the Superintendent shall be permitted to transfer all sick leave accumulated.

10. **RETIREMENT BENEFITS:** The Superintendent shall have the same retirement benefits as provided certified employees under the Kentucky Teachers Retirement System and as in Board Policy.

11. **TERMINATION OF EMPLOYMENT AGREEMENT:** This Contract may be terminated per the Board's Policy and shall also be terminated by the following:

- a. By expiration of its term;
- b. Mutual agreement of the parties;
- c. Discharge for cause.

12. **BOARD POLICY:** The Superintendent's duties and obligations are governed by Board Policy, unless otherwise specifically modified hereinabove.

All benefits of the Superintendent are specifically enumerated in this Contract, and the specific provisions herein override and supersede any general policy which might be in existence for other employees.

13. **HIRING:** The Superintendent shall, to the best of the Superintendent's ability, secure capable and qualified candidates for various available positions within the District which are subject to appointment by the Superintendent.

14. **VENUE:** This Contract is expressly being entered into and is to be performed in Pike County, Kentucky, and any controversy or litigation concerning the interpretation or construction of this Contract, or any default or breach thereof, shall, in all respects, be governed, construed and enforced in accordance with the laws of the Commonwealth of Kentucky, and the parties, to the extent that they may legally do so, do hereby waive any objection they may have to jurisdiction, and consent and agree that the proper venue of any controversy concerning this Contract shall be in the Pike County State Courts.

15. **MODIFICATION:** No waiver, release, modification or amendment of any of the terms, conditions or provisions of this Contract is valid unless it is in writing and duly executed by the Board and the Superintendent.

16. **DESCRIPTIVE HEADINGS:** The descriptive headings and captions contained in this Contract are inserted for convenience and identification purposes only, and shall not be construed as affective, in any way, the meaning of the provisions hereof. Whenever the context hereof so permits or requires, the singular of any word shall include the plural and the plural shall include the singular.

17. **PARTIES BOUND:** All the terms, conditions and provisions of this Contract shall be binding upon the parties hereto, their respective heirs, personal representatives, successors and assigns, whether specifically so stated or not.

18. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement of the parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous negotiations, representations and understandings of the parties hereto relating to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto subscribe their signatures this the  
\_\_\_\_ 29th \_\_\_\_ day of \_\_ June \_\_\_\_, 2010.

The "SUPERINTENDENT"

  
JERRY T. GREEN

PIKEVILLE INDEPENDENT SCHOOL DISTRICT

BY:   
MARK MYERS

ITS: **CHAIRMAN, BOARD OF EDUCATION**

STATE OF Kentucky

COUNTY OF Pike

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of  
June, ~~2009~~<sup>2010</sup>, by Jerry T. Green, Superintendent.

My Commission expires: 10-25-13

  
NOTARY PUBLIC

STATE OF Kentucky

COUNTY OF PIKE

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of  
June, ~~2009~~<sup>2010</sup>, by MARK MYERS, Chairman of the Board of Education.

My Commission expires: 10-25-13

  
NOTARY PUBLIC